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Before the
Surface Transportation Board



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SEP 22 2006

SURFACE
TRANSPORTATION BOARD

Finance Docket No. 34933

UTAH TRANSIT AUTHORITY --
ACQUISITION AND LEASE EXEMPTION --
THE UNION PACIFIC RAILROAD COMPANY
IN SALT LAKE COUNTY, UTAH

FEE RECEIVED

SEP 22 2006

VERIFIED NOTICE OF EXEMPTION

SURFACE
TRANSPORTATION BOARD

Now comes the Utah Transit Authority ("UTA"), a public transit district organized under Title 17A, Chapter 2, Part 10, Utah Code Annotated 1953, as amended, with a notice that on September 29, 2006 it will purchase from the Union Pacific Railroad Company ("UPRR") the remaining width of a portion of the Bingham Industrial Lead, a line of railroad main track corridor (formerly The Denver and Rio Grande Western Railroad Company) as said line extends in a westerly direction from Midvale, Utah, M.P. 0.00 of said line, to Bagley, M.P. 6.60 of said line shown on Exhibit 1 hereto, of which right-of-way UTA acquired a thirty-five foot (35') strip from UPRR as part of the transaction described in STB F.D. No. 34170, *Utah Transit Auth. – Acquisition Exemption – Certain Assets of Union Pacific R. Co.*¹ (the "Bingham Industrial Lead").

On the Bingham Industrial Lead, UPRR will retain an exclusive freight easement which UPRR intends to transfer on or about November 1, 2006, to the Salt Lake City Southern

¹ In a decision in F.D. No. 34170 served on May 22, 2002, this Board dismissed the Notice of Exemption that UTA had previously filed with respect to the transaction that included the Bingham Industrial Lead. The Board concluded that "no common carrier rights or obligations are being transferred and UTA will not hold itself out to be a common carrier performing rail service", and that UP's ability to fulfill its retained common carrier freight obligation on the line would not be impaired by the rights and obligations UTA acquired in that transaction. F.D. No. 34170, Decision, *slip op.*, at 4.

Railroad, Inc. ("SL"). In addition, the BNSF Railway Company has rights to operate on the lines, and those rights will not be affected by the transactions described in this Notice. UTA will acquire no right or obligation to provide freight service on the Bingham Industrial Lead, and is acquiring the property for the purpose of providing wholly intrastate light rail passenger operations.

This Notice of Exemption is filed under 49 C.F.R. § 1150.31(1) *et seq.* because UTA is a non-carrier². UPRR will retain, and intends to subsequently transfer to SL, an independent, third party rail carrier, the right and obligation to provide freight service on the Bingham Industrial Lead.³ Because UTA has not acquired either rights or obligations that implicate in any way the freight common carrier operations that remain attached to the Bingham Industrial Lead, and thus has not become a rail carrier providing transportation subject to the jurisdiction of the Board, UTA is simultaneously filing a Motion to Dismiss this Notice of Exemption.

The following is the information required by the regulations:

- (1) § 1150.33(a) *The full name and address of the applicant*

Utah Transit Authority
3600 South 700 West
Salt Lake City, UT 84119

- (2) § 1150.33(b) *The name, address and telephone number of the representative of the applicant who should receive correspondence*

² In addition to the determination in F.D. No. 34170 (*see fn.1, supra*) that UTA has not acquired sufficient rights or obligations with respect to the lines covered there to acquire a common carrier obligation that is subject to this Board's jurisdiction, the ICC has also determined that a previous acquisition by UTA from UPRR also did not constitute transfer of a common carrier obligation. ICC F.D. No. 32186, *Utah Transit Authority – Acquisition Exemption – Line of Union Pacific R. Co., slip op.*, 1992 WL 386409 (I.C.C.), Service Date December 31, 1992, *aff'd on reconsideration, slip. op.*, 1993 WL 112128 (I.C.C.).

³ SL will separately file the requisite Notice with respect to its acquisition from UPRR.

Charles A. Spitulnik
Kaplan Kirsch & Rockwell LLP
1050 Connecticut Avenue, NW
Tenth Floor
Washington, D.C. 20036
(202) 955-5600

- (3) § 1150.33(c) *A statement that an agreement has been reached or detail about when an agreement will be reached*

On or about September 29, 2006, UTA and UPRR will execute the Eighth Amendment to Purchase and Sale Agreement⁴. A copy of the current version of that Agreement is attached hereto as Exhibit 2. In addition, UTA and SL will enter into an Administration and Coordination Agreement (“ACA”) with respect to the operations, rights and obligations of each on the Bingham Industrial Lead. That agreement will not be finalized until SL finalizes the terms and conditions of its acquisition of the freight common carrier easement from UPRR. However, in the interest of providing a complete picture of the rights and obligations that UTA will acquire, a copy of the current draft of the ACA is attached hereto as Exhibit 3.

- (4) § 1150.33(d) *Operator of the property*

UPRR is retaining, and intends to subsequently transfer to SL, the obligation to provide freight service on the Bingham Industrial Lead.

- (5) *The name and address of the railroad transferring the subject property*

Union Pacific Railroad Company
1400 Douglas Street
Omaha NE 68179

- (6) *The proposed time schedule for the consummation of the transaction*

The transaction between UPRR and UTA will occur on or about September 29, 2006. Any transfer of the freight common carrier obligation from UPRR to SL will occur subsequently, and SL will submit any required documentation to this Board with respect to that transaction.

- (7) *The mile-posts of the subject property, including any branch lines*

⁴ The original Purchase and Sale Agreement covered the transaction that was presented to the ICC in F.D. No. 32186 (see fn 2, *supra*).

The remaining width of the right-of-way not previously acquired by UTA from UPRR of the Bingham Industrial Lead from Midvale, UT M.P. 0.00 of said line, to Bagley, UT M.P. 6.60

- (8) The total route miles being acquired

The total mileage of the Rail Lines to be acquired and operated is approximately 6.60 miles.

- (9) *A map that clearly indicates the area to be served, including origins, terminals, stations, cities, counties and states*

See Exhibit 1.⁵

- (10) *A certificate that applicants projected revenues do not exceed those that would qualify it as a Class III carrier*

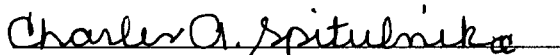
See Verification and Certification attached.

No environmental review is necessary for this transaction because the railroad operations on the two line segments that are subject to the Board's jurisdiction are not affected by the acquisition of the two line segments by UTA. See 49 C.F.R. 1105.6 (c)(2).

A proposed caption summary for publication in the Federal Register is attached as Exhibit 4.

Dated: September 22, 2006

Respectfully submitted,


CHARLES A. SPITULNIK
Kaplan Kirsch & Rockwell LLP
1050 Connecticut Avenue, NW
Tenth Floor
Washington, D.C. 20036
(202) 955-5600

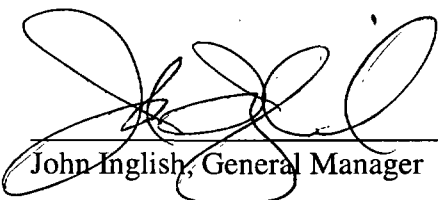
Counsel for the Utah Transit Authority

⁵ The maps attached as Exhibit 1 also show the location of additional lines that are not part of this transaction, but which are intended to be the subject of subsequent transfers from UPRR to SL. These additional lines, though shown on the Exhibit 1 map, are not part of this transaction.

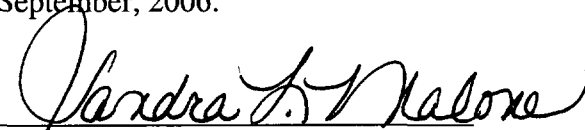
VERIFICATION AND CERTIFICATION

I, John English, General Manager of Utah Transit Authority, verify under penalty of perjury that the facts recited in the foregoing Notice of Exemption are true and correct. Further, I certify that I have personal knowledge of the facts stated therein and that I am authorized to verify these facts stated in this Verified Notice of Exemption.

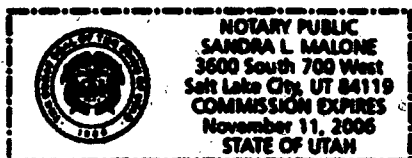
In addition, this is to certify, as required by 49 C.F.R. §1150.43(g) that, because the Utah Transit Authority will conduct no freight operations on the line segments being acquired, its revenues from freight operations will not result in the creation of a Class I or Class II carrier.


John English, General Manager

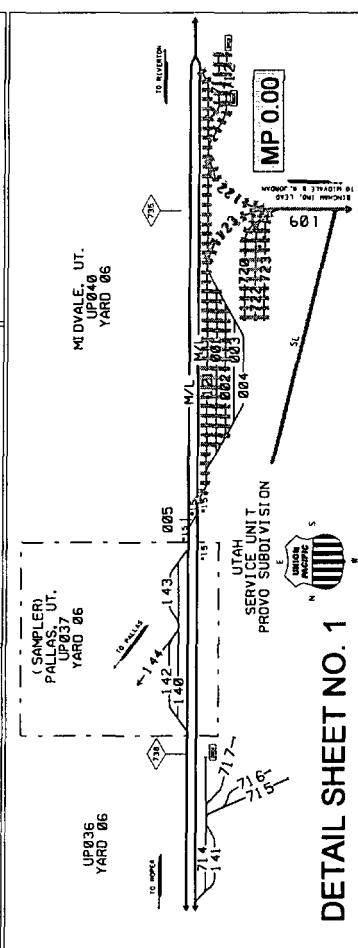
Subscribed and sworn to
before me this 18th day of
September, 2006.


Notary Public

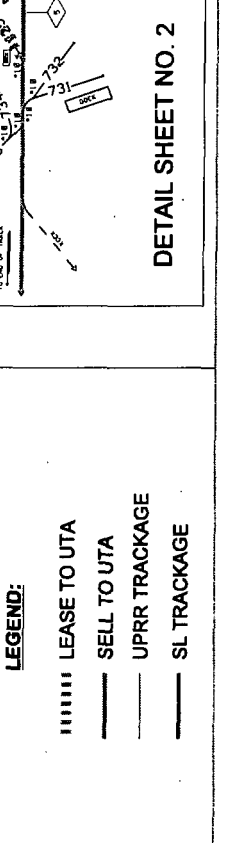
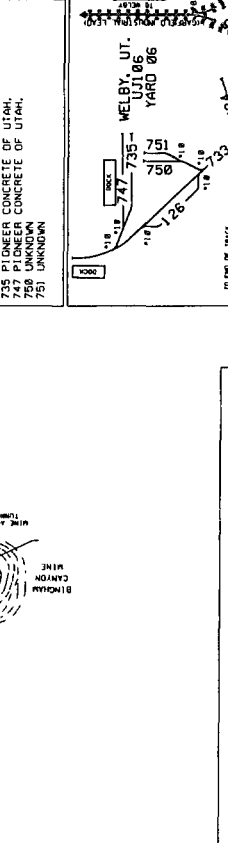
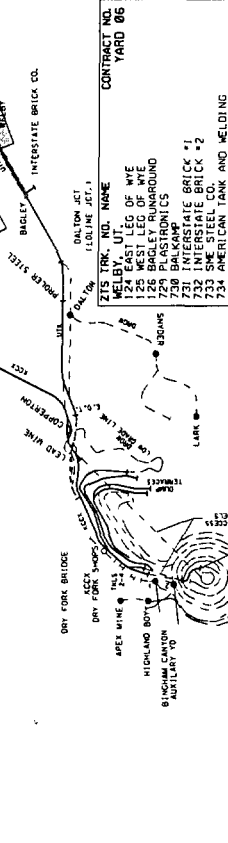
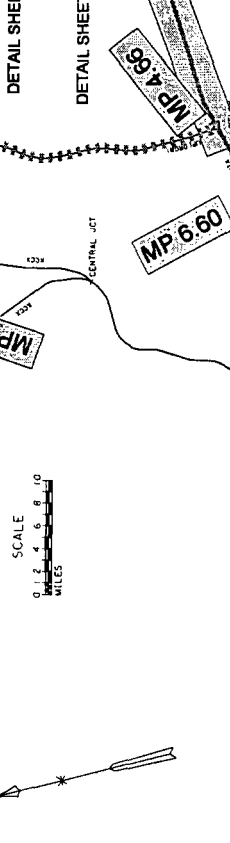
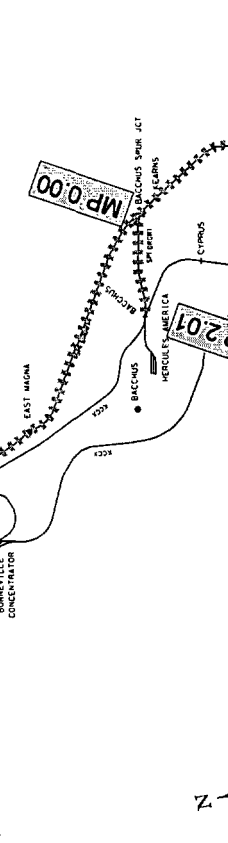
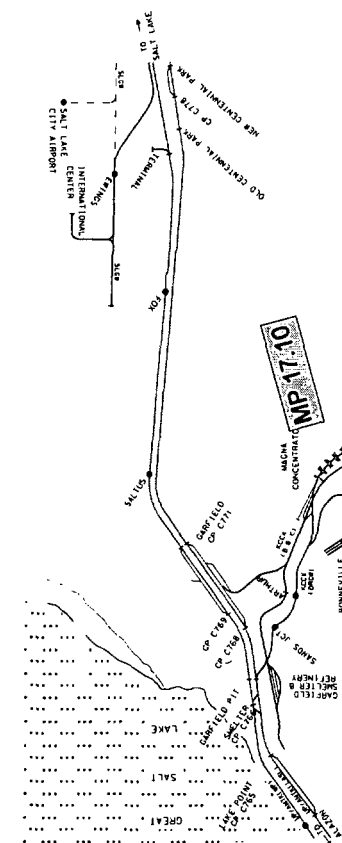
My commission expires: Nov. 11, 2006



ZTS TRK. NO. NAME	CONTRACT NO. YARD 06	ZTS TRK. NO. NAME	CONTRACT NO. YARD 06
MURRAY, UT.		PALLAS, UT.	
741 MURRAY RUMROUND		148 SAMPLER SIDING	
742 MURRAY RUMROUND		149 SAMPLER RUMROUND	
743 MURRAY TEAM #1		143 SOUTH SAMPLER RUMROUND	
744 MURRAY TEAM #2		144 UNKNOWN	
745 MURRAY TEAM #3			
		MIDVALE, UT.	
		003 X-OVER MP 735.92	



DETAIL SHEET NO. 1



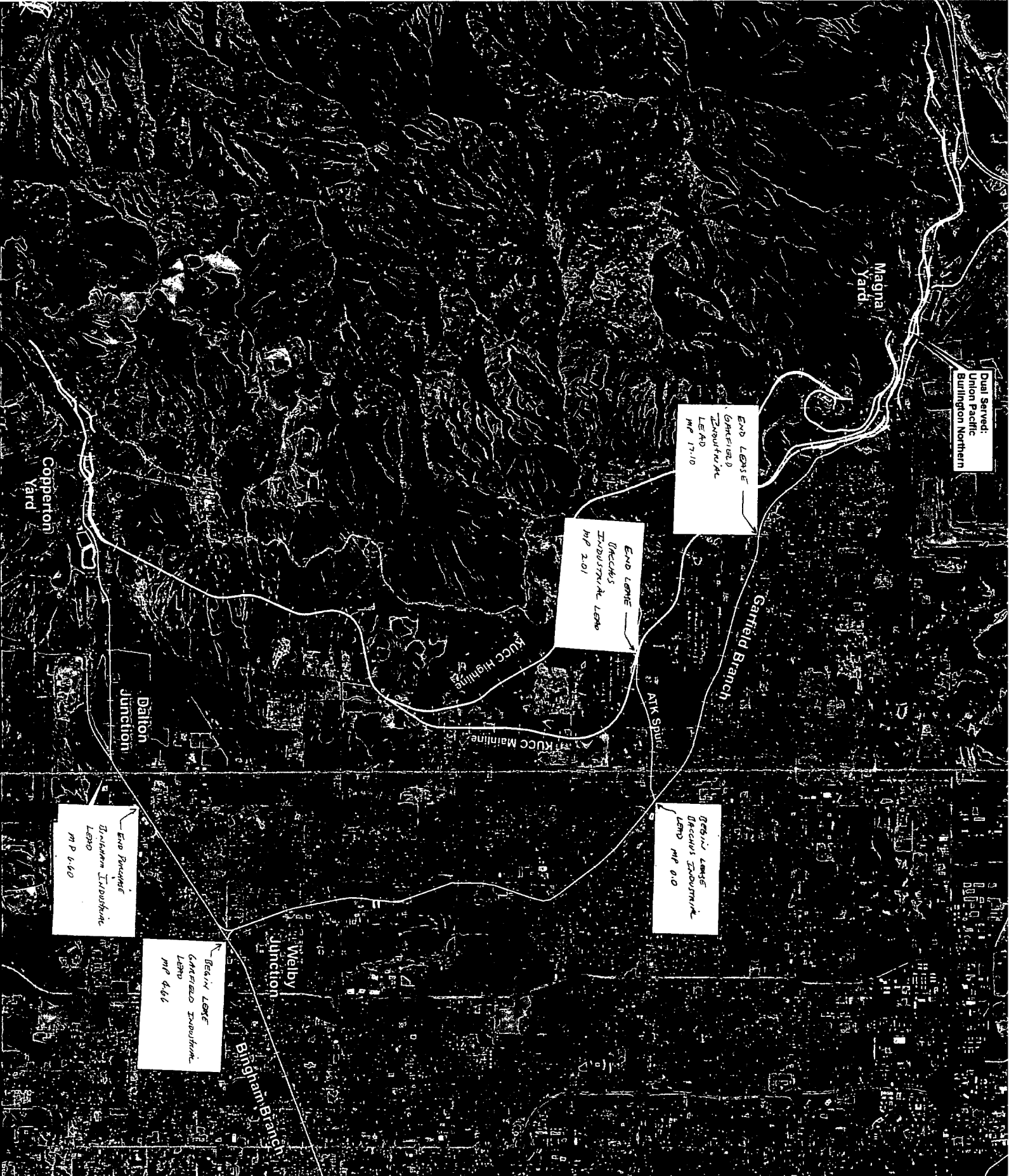
LEGEND:

- LEASE TO UTA
- SELL TO UTA
- UPRR TRACKAGE
- SL TRACKAGE

EXHIBIT "A"

UNION PACIFIC RAILROAD
AND
UTAH TRANSIT AUTHORITY
DATED AUGUST 7, 2006

FILE CHANGE: 08/07/06
MODEL: 08/07/06





EIGHTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS EIGHTH AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "**Eighth Amendment**") is made effective as of _____, 2006 ("**Eighth Amendment Effective Date**"), by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("**Seller**"), and UTAH TRANSIT AUTHORITY, a public transit district organized under Title 17A, Chapter 2, Part 10, Utah Code Annotated 1953, as amended ("**Purchaser**"). Seller and Purchaser are sometimes in this Eighth Amendment referred to collectively as the "**Parties**."

RECITALS:

A. Reference is made to that certain Purchase and Sale Agreement between Purchaser and Seller, dated as of January 17, 2002, as amended by First Amendment to Purchase and Sale Agreement dated as of September 19, 2002, Second Amendment to Purchase and Sale Agreement dated January 16, 2003, Third Amendment to Purchase and Sale Agreement dated May 30, 2003, Fourth Amendment to Purchase and Sale Agreement dated June 26, 2003, Fifth Amendment to Purchase and Sale Agreement dated July 25, 2003, Sixth Amendment to Purchase and Sale Agreement dated as of July 13, 2005, and Seventh Amendment to Purchase and Sale Agreement dated as of November 23, 2005 (collectively, the "**Purchase Contract**"). All capitalized terms not defined in this Eighth Amendment have the same meanings as set forth in the Purchase Contract.

B. Pursuant to the Purchase Contract, Seller executed and delivered to Purchaser certain deeds, including Quitclaim Deed (Salt Lake County) dated September 16, 2002, recorded September 20, 2002, under Entry Number 8360002, Book 8651, at Page 3988, official records of the Salt Lake County, Utah, Recorder (the "**3.4 SLC Quitclaim Deed**"), under which Seller quitclaimed to Purchaser Seller's right, title and interest in certain property in Salt Lake County, Utah, including the northerly 35.00 feet (less such portions thereof as would result in Seller's remaining right of way being less than thirty feet (30') wide) of the main track corridor right of way of the Bingham Industrial Lead of Seller (formerly The Denver and Rio Grande Western Railroad Company) as such line extends in a westerly direction from Midvale, Utah, M.P. 0.00 of such line, to Bagley, M.P. 6.60 of such line ("**Bingham Industrial Lead**").

C. The Parties desire to amend the Purchase Contract to provide that (1) Seller shall sell and quitclaim to Purchaser the remaining width of the Bingham Industrial Lead, as shown on **Exhibit "A"** attached and incorporated by reference (the "**Additional Bingham Branch Property**"), provided that Seller's freight common carrier obligation with respect to the lines of railroad on the Bingham Industrial Lead, and on Seller's Garfield Industrial Lead, Bacchus Industrial Lead and certain yard/team tracks at Midvale Yard as shown on **Exhibit "B"** attached and incorporated by reference (the "**Other Lines**") is transferred to and assumed by Salt Lake City Southern Railroad (the "**Short Line**"), and (2) Purchaser shall sell and quitclaim to Seller certain of the Bingham Industrial Lead quitclaimed to Purchaser under the 3.4 SLC Quitclaim Deed.

D. Pursuant to the Purchase Contract, Seller and Purchaser executed and delivered to each other certain ancillary agreements, including:

(a) Bingham Branch Railroad Facilities License dated September 20, 2002, recorded September 20, 2002, under Entry No. 8360008, official records of the Salt Lake County Recorder ("**Bingham License**");

(b) Bingham Branch Construction and Railroad Relocation Agreement dated September 20, 2002, recorded September 20, 2002, under Entry No. 8360011, official records of the Salt Lake County Recorder ("**Bingham Construction Agreement**");

(c) Assignment and Assumption Agreement dated September 20, 2002, as amended by Amendment dated March 4, 2005 and Second Amendment dated November 29, 2005 ("**Assignment Agreement**");

(d) Bingham Branch Operations and Maintenance Agreement dated September 20, 2002, as amended by Amendment dated November 29, 2005 ("**Bingham Operations Agreement**"); and

(e) Sugarhouse/Bingham Trackage Rights Agreement dated September 20, 2002 ("**TRA**").

(collectively, the "**Salt Lake Miscellaneous Agreements**").

The Parties desire to terminate the Salt Lake Miscellaneous Agreements (except for the Assignment Agreement, which will be amended) to reflect the sale and quitclaim of the Additional Bingham Branch Property contemplated under this Eighth Amendment, and the transfer to the Short Line of Seller's freight common carrier obligations with respect to the lines of railroad on the Bingham Industrial Lead and the Other Lines.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants in this Eighth Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Quitclaim of Additional Bingham Branch Property.**

(a) Seller shall quitclaim the Additional Bingham Branch Property to Purchaser, by quitclaim deed in the form attached to this Eighth Amendment as **Exhibit "C"** (the "**Bingham Branch UTA Deed**"). Purchaser has prepared a legal description for the Additional Bingham Branch Property, attached as **Exhibit "A-1"** and incorporated herein, and provided such legal description to Seller for Seller's review and approval. Seller has approved such legal description.

(b)(i) Seller, for itself, its successors and assigns, excepts and reserves from the sale of the Additional Bingham Branch Property, a permanent, exclusive easement upon, over, under and across the Property, for purposes of conducting freight rail operations and otherwise to fulfill Seller's rights and obligations as a common carrier freight railroad under applicable federal laws and regulations, including the right to use the Additional Bingham Branch Property to provide freight rail service to all customers on or served from the Property, and to operate, use, construct, reconstruct, maintain, repair, relocate and/or remove existing and/or future railroad, rail and railroad-related equipment, facilities and transportation systems necessary for and related to freight rail operations (the "**Freight Easement**"). Seller further excepts and reserves the agreements with respect to freight rail service (collectively, "**Freight Agreements**") on the Bingham Industrial Lead that are listed in **Exhibit "D"** attached.

(ii) Seller shall, effective November 1, 2006, transfer to the Short Line the Freight Easement, by Easement Quitclaim Deed in the form of the attached **Exhibit "E"**, and Seller's right, title and interest in the Freight Agreements with respect to the Additional Bingham Branch Property, by Assignment and Assumption Agreement in the form attached to this Eighth Amendment as **Exhibit "F"** (the "**Bingham Freight Agreements Assignment**").

(c) Ownership of all rail improvements on the Additional Bingham Branch Property that are owned by Seller, including without limitation, rails, ties, ballast, signals, switches and trestles and other rail appurtenances to the Additional Bingham Branch Property, if any, will be transferred to Purchaser by Bill of Sale in the form attached to this Eighth Amendment as **Exhibit "G"** (the "**Bingham Bill of Sale**").

(d) In consideration of the quitclaim of the Additional Bingham Branch Property contemplated under this Eighth Amendment, Purchaser shall pay to Seller Twelve Million and No/100th Dollars (\$12,000,000.00) (the "**Consideration**"), payable as provided in Section 7(e) of this Eighth Amendment.

2. **Quitclaim Deed Quitclaiming Property to Seller.**

(a) Purchaser shall quitclaim to Seller, by quitclaim deed in the form of **Exhibit "H"** attached to this Eighth Amendment (the "**Bingham Branch UP Deed**"), certain real property in the County of Salt Lake and more particularly described in the Bingham Branch UP Deed.

(b) The property quitclaimed to UP pursuant to this Section 2 is referred to in this Eighth Amendment as the "**UP Returned Property.**"

3. **Transfer of Freight Obligation as to Other Lines.**

Seller shall, immediately after Closing but effective November 1, 2006, transfer to the Short Line Seller's rights and obligations as a freight common carrier with respect to the Other Lines, by Freight Easement Deed and Agreement in the form attached to this Agreement as **Exhibit "J"** ("**Other Lines Easement**"), together with Seller's right, title and interest in the Freight Agreements with respect to the Other Lines, by Assignment and Assumption Agreement

in the form attached to this Eighth Amendment as **Exhibit "K"** (the "**Other Lines Freight Agreements Assignment**").

4. **Amendment of Assignment and Assumption Agreement.**

Seller and Purchaser shall execute two originals of an amendment ("**Third Assignment Amendment**") to the Assignment and Assumption Agreement amending Exhibits A and B of the Assignment and Assumption Agreement to reflect the property quitclaims contemplated under this Eighth Amendment. The Third Assignment Amendment will be in the form attached to this Eighth Amendment as **Exhibit "L"**.

5. **Termination of Bingham License, Bingham Construction Agreement, Bingham Operations Agreement, and TRA.**

(a) Seller and Purchaser shall, at Closing but effective November 1, 2006, execute, acknowledge and deliver a termination agreement to the Bingham License in the form attached to this Eighth Amendment as **Exhibit "M"** (the "**Bingham License Termination**").

(b) Seller and Purchaser shall at Closing execute, acknowledge and deliver a termination agreement to the Bingham Construction Agreement in the form attached to this Eighth Amendment as **Exhibit "N"** (the "**Bingham Construction Termination**").

(c) Seller and Purchaser shall, at Closing but effective November 1, 2006, execute, acknowledge and deliver a termination agreement to the Bingham Operations Agreement in the form attached to this Eighth Amendment as **Exhibit "O"** (the "**Bingham Operations Termination**").

(d) Seller and Purchaser shall, at Closing but effective November 1, 2006, execute and deliver a termination agreement to the TRA in the form attached to this Eighth Amendment as **Exhibit "P"** (the "**TRA Termination**").

6. **Applicability of Terms.**

(a) Except as otherwise specifically provided in this Eighth Amendment, for all purposes of the Purchase Contract effective on and after the Eighth Amendment Effective Date as to any pre-Closing rights and obligations and effective on and after the Fifth Closing (as defined in Section 7 below) as to any post-Closing rights and obligations (i) the term "Property" includes the Additional Bingham Branch Property and excludes the UP Returned Property, (ii) the term "Section 3.2 Properties" includes the Additional Bingham Branch Property, and (iii) the term "Section 3.4 Properties" excludes the Additional Bingham Branch Property and the UP Returned Property.

(b) Except as otherwise provided in this Eighth Amendment, all references to the Effective Date in the Purchase Contract mean, with respect to the transactions contemplated under this Eighth Amendment ("**Eighth Amendment Transactions**"), the Eighth Amendment Effective Date, and all references to the Closing and the Closing Date in the Purchase Contract

mean, with respect to the Eighth Amendment Transactions, the Fifth Closing or the Fifth Closing Date (defined in Section 6), respectively.

(c) The Investigation Period for the Additional Bingham Branch Property and the time period for Purchaser to notify Seller of any exceptions to title to the Additional Bingham Branch Property under Section 4 of the Purchase Contract both end on September 28, 2006.

(d) Schedule 8.1 of the Purchase Contract is amended by adding the information in **Schedule 8.1b** attached to this Eighth Amendment.

(e) Seller's Representatives are, with respect to the Additional Bingham Branch Property, the individuals listed in **Exhibit "Q"** attached to this Eighth Amendment.

(f) Purchaser's Representatives are, with respect to the Eighth Amendment Transactions, the individuals listed in **Exhibit "R"** attached to this Eighth Amendment.

(g) Seller has or shall provide to Purchaser, on or before the Eighth Amendment Effective Date, the documents with respect to the Additional Bingham Branch Property required to be provided under Section 7.1 of the Purchase Contract.

(h) Schedule 3.3 of the Purchase Contract is replaced in its entirety with **Schedule 3.3** attached to this Eighth Amendment, and whenever in the Purchase Contract reference is made to Schedule 3.3, such reference is deemed to be to Schedule 3.3 attached to this Eighth Amendment.

(i) Schedule 3.6 of the Purchase Contract is replaced in its entirety with **Schedule 3.6** attached as Exhibit A to the Third Assignment Amendment, and whenever in the Purchase Contract reference is made to Schedule 3.6, such reference is deemed to be to **Schedule 3.6** attached to the Third Assignment Amendment.

7. **Conditions Precedent.**

The following are conditions precedent to Closing the Eighth Amendment Transactions, the failure of any to occur on or before the Fifth Closing Date will cause this Eighth Amendment to automatically terminate, in which event neither party shall have any further rights or obligations under this Eighth Amendment except that the parties shall comply with any Surviving Obligations:

(a) Short Line. (i) Purchaser will have entered into an agreement with the Short Line reasonably acceptable to Seller for the operation of the Additional Bingham Branch Property as a freight line commencing November 1, 2006 (including, without limitation, the Short Line's agreement to comply with Section 11 below) and for Purchaser to provide, at no cost or expense to the Short Line, maintenance and repair of the Additional Bingham Branch Property and the Other Lines in accordance with the requirements of Section 11(e) below, (ii) the Short Line will have agreed to assume the freight common carrier obligations with respect to the Additional Bingham Branch Property and the Other Lines, under the terms provided in this Eighth

Amendment, and (iii) Seller and the Short Line will have agreed upon the terms of an amendment to the existing Supplemental Cooperative Marketing Agreement between Seller and the Short Line, covering allocation of routing, rates and tariffs for rail shipments over the Additional Bingham Branch Property and the Other Lines.

(b) Regulatory Authority. (i) Before the Fifth Closing Date, the Short Line, at its sole cost and expense, will have caused to be filed the appropriate notice(s) of exemption with the Surface Transportation Board ("STB") to transfer to the Short Line, effective November 1, 2006, the freight common carrier obligation with respect to the lines of railroad on the Additional Bingham Branch Property and the Other Lines, and no objections to such notice of exemption will have been filed with the STB.

(ii) Before the Fifth Closing Date, Buyer shall file all documents it reasonably deems necessary and pay any filing fees to secure a STB jurisdictional determination (i.e., a finding of no jurisdiction) in connection with its acquisition of the Additional Bingham Branch Property.

(c) Labor Issues. Seller will have assured itself, in its sole discretion, that the sale of the Additional Bingham Branch Property, and the transfer to the Short Line of the freight common carrier obligations, will not result in a work stoppage on Seller or any of its affiliate's lines of railroad, and that there are no other labor issues that might jeopardize the anticipated benefits to Seller of the sale of the Additional Bingham Branch Property.

(d) Purchaser shall cause the PPAs to be amended to reflect the addition of the Additional Bingham Branch Property.

8. Closing Procedures.

(a) Closing. The Parties shall complete the closing (the "**Fifth Closing**") of all of the transactions contemplated under this Eighth Amendment on or before September 29, 2006 (the "**Fifth Closing Date**").

(b) Closing Location. The Fifth Closing will be held at the office of _____, at _____.

(c) Settlement Statements. Prior to the Fifth Closing, Seller and Purchaser shall prepare and reach agreement on separate closing settlement statements for Seller and Purchaser, reflecting the various charges and credits applicable to such Party, as provided in the Purchase Contract, as amended by this Eighth Amendment, and provide Seller with a copy of Seller's closing settlement statement and Purchaser with a copy of Purchaser's closing settlement statement. The various charges and credits contemplated by this Eighth Amendment will be handled by the Parties by appropriate charges and credits to Purchaser and Seller and will be reflected in the Parties' respective closing settlement statements.

(d) Closing Prorations, Recording Fees. Purchaser shall pay all recording fees pertaining to the Eighth Amendment Transactions. All closing prorations with respect to the

Eighth Amendment Transactions will be as provided in Section 14 of the Purchase Contract, except that all charges with respect to the Additional Bingham Branch Property will be prorated as of the Fifth Closing Date.

(e) Deliveries.

(i) At the Fifth Closing, Purchaser shall undertake the following:

(A) Deliver to Seller the Bingham Branch UP Deed, executed and notarized by Purchaser;

(B) Deliver to Seller executed counterpart originals of the Bingham Bill of Sale, Bingham Operations Termination, TRA Termination, and Third Assignment Amendment;

(C) Deliver to Seller executed and notarized counterpart originals of the Bingham License Termination and Bingham Construction Termination;

(D) Pay to Seller, by cashier's check, the Consideration; and

(E) Execute, acknowledge as appropriate, and deliver to Seller such other documents as may be necessary or appropriate to consummate these transactions in accordance with the terms of this Eighth Amendment; provided that Purchaser's delivery of any such documents will not create or expand any obligations under the Purchase Contract, as amended by this Eighth Amendment.

(ii) At the Fifth Closing, Seller shall undertake the following:

(A) Deliver to Purchaser the Bingham Branch UTA Deed, executed and notarized by Seller;

(B) Deliver to Purchaser executed counterpart originals of the Bingham Bill of Sale, Bingham Operations Termination, TRA Termination, and Third Assignment Amendment;

(C) Deliver to Purchaser executed and notarized counterpart originals of the Bingham License Termination and Bingham Construction Termination;

(D) Execute, acknowledge as appropriate, and deliver to Purchaser such other documents as may be necessary or appropriate to consummate these transactions in accordance with the terms of this Eighth Amendment (including such documents as Purchaser may reasonably request to support any submissions by Purchaser with tax authorities), provided that Seller's delivery of any such documents will not create or expand any obligations under the Purchase Contract, as amended by this Eighth Amendment.

(f) Recordation.

Purchaser and/or Seller shall record in the records of Salt Lake County the following documents:

- (1) Bingham Branch UTA Deed;
- (2) Bingham Branch UP Deed;
- (3) Bingham License Termination; and
- (4) Bingham Construction Termination.

9. **Purchaser's Representations.** Purchaser represents and warrants that as of the Eighth Amendment Effective Date and as of the Fifth Closing:

(a) **No Notice of Condemnation, Violation of Law or Legal Action.** Except as set forth in **Schedule 9** attached to this Eighth Amendment and in **Schedule 8.1** attached to the Purchase Contract, Purchaser's Representatives listed in **Exhibit "R"** attached to this Eighth Amendment have not received any written notice of any existing condemnation, violation of law (including any Environmental Law) or other legal action of any kind materially affecting the UP Returned Property.

(b) **No Litigation.** Except as set forth in **Schedule 9** attached to this Eighth Amendment and in **Schedule 8.1** attached to the Purchase Contract, Purchaser's Representatives listed in **Exhibit "R"** attached to this Eighth Amendment have no Knowledge of any pending or threatened (in writing) litigation, administrative action, governmental investigation or examination (including, but not limited to, environmental investigations, examinations, claims and demands) directly concerning the UP Returned Property that would materially and adversely affect use of the UP Returned Property.

(c) **No Environmental Releases, Violations, Investigations or Assessments.** Except as disclosed in the reports listed in **Schedule 9** attached to this Eighth Amendment and in **Schedule 8.1** attached to the Purchase Contract, Purchaser's Representatives listed in **Exhibit "R"** attached to this Eighth Amendment have no Knowledge of (i) any material release of a Hazardous Substance that has come to be located on or beneath any of the UP Returned Property during Purchaser's ownership of the UP Returned Property; (ii) any receipt by Purchaser of any governmental notice that the UP Returned Property is in violation, in any material respect, under any Environmental Law and such violation has not been cured; or (iii) any pending or threatened (in writing) investigation by any governmental authority under or in connection with any Environmental Law applicable to the UP Returned Property.

(d) **No Third Party Rights to Purchase.** No third party (including, without limitation, any Affiliate of Purchaser) obtained any right to purchase or lease from Purchaser all or any part of the UP Returned Property that has not been waived by such third party.

(e) **No Change in Title or Leases or Other Agreements.** Purchaser has not conveyed to any third party or encumbered the UP Returned Property or any portion of the UP Returned Property, has not modified any of the Leases or Other Agreements affecting the UP Returned

Property, has not leased or granted any other rights in the UP Returned Property, and, since the Closing, has complied with all material terms, conditions and provisions of all Leases and Other Agreements affecting the UP Returned Property.

Purchaser's representations and warranties in this Section 9 of this Eighth Amendment will survive the delivery of the deeds contemplated under this Eighth Amendment and the Fifth Closing for a period of five (5) years after the Fifth Closing and will then expire and terminate.

10. **Seller's Disclaimers.** As a material inducement to Purchaser to enter into this Eighth Amendment and to quitclaim the UP Returned Property to Seller, Seller acknowledges and agrees that:

(a) Except as set forth in Section 9 of this Eighth Amendment and Section 8.2 of the Purchase Contract, Seller is acquiring the UP Returned Property in "AS-IS, WHERE-IS" CONDITION, WITH ALL FAULTS, and accepts the UP Returned Property in its current physical and environmental condition.

(b) Seller is acquiring the UP Returned Property subject to all existing laws, statutes, ordinances, codes, rules and regulations.

(c) Purchaser shall not be responsible for the payment of any connection charges, fees and payments required in connection with Seller's use of utilities, roads or other similar improvements to use the UP Returned Property and/or any improvements existing or hereafter constructed or placed thereon by Seller.

(d) EXCEPT AS MAY BE EXPRESSLY SET FORTH IN WRITING IN THIS EIGHTH AMENDMENT, NEITHER PURCHASER NOR ANY PARTY REPRESENTING PURCHASER HAS MADE ANY WARRANTY OR REPRESENTATION TO SELLER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE UP RETURNED PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR REPRESENTATIONS CONCERNING TITLE, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, MERCHANTABILITY, QUALITY OF WORK, STRUCTURAL INTEGRITY, ENVIRONMENTAL CONDITIONS, EXPENSES TO BE INCURRED IN CONNECTION WITH THE PROPERTY, ZONING, BUILDING CODE, PLATTING, SUBDIVISION, ACCESS, AVAILABILITY OF UTILITIES OR COMPLIANCE WITH ANY LAWS, STATUTES, ORDINANCES, CODES, RULES OR REGULATIONS.

(e) Except for any express written warranty or representation contained in the Purchase Contract, as amended by this Eighth Amendment, Seller will not rely on any warranty or representation, express or implied, oral or written, of Purchaser or any party representing Purchaser, but instead will rely solely upon the Seller's and any Seller's consultant(s) inspections, tests, surveys, studies, procedures and investigations of the UP Returned Property.

This Section 10 will survive the Fifth Closing.

11. **Post-Sale Obligations.**

(a) BNSF Trackage Rights. The sale of the Additional Bingham Branch Property is expressly made subject to (i) Restated and Amended Agreement dated March 1, 2002, between Seller and The Burlington Northern and Santa Fe Railway Company ("BNSF") (the "**Settlement Agreement**"), and (ii) Denver, Colorado to Stockton and San Jose, California Trackage Rights Agreement dated June 1, 1996, between Seller's predecessors in interest and BNSF's predecessors in interest (the "**BNSF Trackage Rights Agreement**"). Purchaser (either directly or through the Short Line) shall perform all obligations of Seller under the Settlement Agreement and the BNSF Trackage Rights Agreement with respect to the Additional Bingham Branch Property, and shall indemnify, defend and hold harmless Seller from and against any losses, actions, causes of action, damages, costs or expenses arising out of or in any manner relating to Purchaser's failure to do so. Neither Seller nor Purchaser shall amend the Settlement Agreement or the BNSF Trackage Rights Agreement with respect to the Additional Bingham Branch Property without the prior written consent of the other Party. Seller represents and warrants to Purchaser that Seller has provided to BNSF all notices of the sale of the Additional Bingham Branch Property to Buyer required under the Settlement Agreement and the BNSF Trackage Rights Agreement (if any), and has received all consents from BNSF to such sale required under the Settlement Agreement and the BNSF Trackage Rights Agreement (if any), and Seller shall indemnify, defend and hold harmless Seller from and against any losses, actions, causes of action, damages, costs or expenses arising out of or in any manner relating to Seller's failure to do so.

(b) Purchaser's Covenants Re Freight Operations. Purchaser shall cooperate in allowing the Short Line to begin freight rail operations on the Additional Bingham Branch Property and Other Lines on or after November 1, 2006. From and after November 1, 2006, and as a condition and covenant that will survive the Fifth Closing, the Short Line shall assume full responsibility for all obligations to the shipping public on the Additional Bingham Branch Property and Other Lines. Seller, at no cost and expense to Seller, shall cooperate with the Short Line in the transition of operations on the Additional Bingham Branch Property and Other Lines from Seller to the Short Line. Neither Purchaser nor the Short Line will have any right to operate on Seller's trackage or to use Seller's equipment except pursuant to the Interchange Agreement dated November 13, 2000, between Seller and the Short Line.

(c) Labor Protection.

(i) Seller's Responsibilities. Seller is solely responsible for all of its obligations to its employees, whether represented or not represented, including such obligations arising out of any federal or state labor law or regulation and all collective bargaining agreements between Seller and any third party. With respect to the transactions contemplated by this Eighth Amendment, Seller is solely responsible, at its expense, for resolution of any claims or grievances asserted against it and/or Purchaser with respect to Seller's employees, whether represented or not represented, including claims or grievances asserted pursuant to collective bargaining agreements or otherwise. Purchaser does not assume any obligation to Seller's employees or any obligation arising from any collective bargaining agreements between Seller and any third party.

(ii) Purchaser's Responsibilities. Purchaser is solely responsible for all of its obligations to its employees, whether represented or not represented, including such obligations arising out of any federal or state labor law or regulation and all collective bargaining agreements between Purchaser and any third party. With respect to the transactions contemplated by this Eighth Amendment, Purchaser is solely responsible, at its expense, for resolution of any claims or grievances asserted against it and/or Seller with respect to Purchaser's employees, whether represented or not represented, including claims or grievances asserted pursuant to collective bargaining agreements or otherwise. Seller does not assume any obligation to Purchaser's employees or any obligation arising from any collective bargaining agreements between Purchaser and any third party.

(iii) Indemnity. Each party shall indemnify, defend and hold harmless the other party from and against any and all claims, losses, fines, assessments and other damages suffered by the other party arising from obligations assumed by the indemnifying party pursuant to this subparagraph (c).

(d) In addition to, and not in limitation of Purchaser's obligations under Section 10 of the Purchase Contract, Purchaser acknowledges and agrees that a portion of the Additional Bingham Branch Property is subject to Notice of Institutional Controls dated August 13, 2004, recorded November 22, 2004, under Entry Number 9229318, Book 9063, at Page 4894, official records of the Salt Lake County, Utah, Recorder ("**Institutional Controls**"). Purchaser agrees to comply with all of the requirements of the Institutional Controls relating to the Additional Bingham Branch Property.

(e) Purchaser, at no cost or expense to Seller or the Short Line (except that the Short Line shall pay the cost of repairing any damage caused by the Short Line, ordinary wear and tear excepted) shall maintain the Additional Bingham Branch Property and the Other Lines to permit freight rail operations at not less than Federal Railroad Administration Class II standards.

(f) The provisions of this Section 11 shall survive the delivery of the Bingham Branch UTA Deed and the Fifth Closing, and subparagraphs (a), (b), (c)(ii) and (c)(iii) shall run with title to the Additional Bingham Branch Property and shall bind each and every subsequent owner of all or any portion of the Additional Bingham Branch Property. Seller's rights under this Section 11 shall be fully and freely assignable.

12. Pending Projects. Certain railroad projects with respect to the Bingham Additional Property involving public agencies are pending, as listed on **Exhibit "S"** attached. Such pending projects will be handled after the Fifth Closing as provided on **Exhibit "S"**. The provisions of this Section 12 shall survive the delivery of the Bingham Branch UTA Deed and the Fifth Closing.

13. Agreement Terms Apply; Amendment Controls. Except as specifically provided in this Eighth Amendment, the terms and conditions of the Purchase Contract will remain in full force and effect. If any provision of the Purchase Contract is in conflict with any provisions of this Eighth Amendment, the terms of this Eighth Amendment will control.

14. **Counterparts.** This Eighth Amendment may be executed by facsimile, when followed by delivery of executed originals of this Eighth Amendment. This Eighth Amendment may be executed in counterparts, each of which will be deemed an original but all of which will together constitute one in the same instrument.

EXECUTED by Seller and Purchaser as of the date first written above.

SELLER:

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

Attest:

Assistant Secretary

By: _____
Name: _____
Title: _____

PURCHASER:

UTAH TRANSIT AUTHORITY,
a public transit district of the State of Utah

Witness:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

Exhibits attached to this Eighth Amendment:

Exhibit A Print of Additional Bingham Branch Property
Exhibit A-1 Legal Description of Additional Bingham Branch Property
Exhibit B Print of Other Lines
Exhibit C Bingham Branch UTA Deed
Exhibit D Freight Agreements
Exhibit E Easement Quitclaim Deed
Exhibit F Bingham Freight Agreements Assignment
Exhibit G Bingham Bill of Sale
Exhibit H Bingham Branch UP Deed
Exhibit I [Intentionally Deleted]
Exhibit J Other Lines Easement
Exhibit K Other Lines Freight Agreements Assignment
Exhibit L Third Assignment Amendment
Exhibit M Bingham License Termination
Exhibit N Bingham Construction Termination
Exhibit O Bingham Operations Termination
Exhibit P TRA Termination
Exhibit Q Seller's Representatives
Exhibit R Purchaser's Representatives
Exhibit S Pending Railroad Projects

Schedules attached to this Eighth Amendment:

Schedule 3.3
Schedule 3.6
Schedule 8.1b
Schedule 9



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ADMINISTRATION AND COORDINATION AGREEMENT
[Bingham Industrial Lead]

THIS ADMINISTRATION AND COORDINATION AGREEMENT (the "Coordination Agreement") is made as of the 29TH day of September 2006 by and between Salt Lake City Southern Railroad Co., Inc., a Delaware corporation ("Freight Operator"), and Utah Transit Authority, a public transit district organized under the laws of the State of Utah ("UTA"). Freight Operator and UTA are hereafter collectively referred to as "parties" and either may be referred to individually as "party," all as governed by the context in which such words are used.

RECITALS

WHEREAS, pursuant to a January 17, 2002 Purchase and Sale Agreement (the "Purchase Agreement") entered by and between Union Pacific Railroad Company ("UPRR") and UTA, UPRR conveyed to UTA a portion of the Bingham Industrial Lead;

WHEREAS, pursuant to a September __, 2006 Eighth Amendment to Purchase and Sale Agreement, UPRR conveyed to UTA the remaining width of the Bingham Industrial Lead between Milepost 0.00 and Milepost 6.60 (which, together with the property previously purchase by UTA, is hereafter collectively referred to as the "Right of Way");

WHEREAS, pursuant to the Purchase Agreement, UPRR reserved a permanent, exclusive easement (the "Freight Easement") over and across the Right of Way for purposes of conducting common carrier freight railroad operations;

WHEREAS, pursuant to an Easement Quitclaim Deed, UPRR intends to convey the Freight Easement to the Freight Operator, effective November 1, 2006;

WHEREAS, as a result of the Purchase Agreement, and the various documents executed pursuant to the Purchase Agreement, the parties will jointly use the Right of Way; and

WHEREAS, the parties desire to establish and evidence their respective rights and obligations with respect to Freight Operator's existing common carrier freight operations and UTA's planned passenger service in the Right of Way (including UTA's planned construction of additional track improvements in the Right of Way).

AGREEMENT

NOW THEREFORE, on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

SECTION 1. DEFINITIONS

The following terms and phrases shall be deemed to have the meanings identified below for purposes of this Coordination Agreement:

"Closing Date" shall mean the date when: (a) UTA and UPRR shall have closed on the September __, 2006 Eighth Amendment to Purchase and Sale Agreement; and (b) both parties shall have fully executed this Coordination Agreement.

"Coordination Agreement" shall mean this Administration and Coordination Agreement.

"Exclusive Freight Period" shall have the meaning set forth in Section 5.4 hereof.

"Exclusive Passenger Period" shall have the meaning set forth in Section 5.4 hereof.

"Freight Easement" shall mean the easement reserved by UPRR for common carrier rail freight operations on the Bingham Industrial Lead, and acquired by Freight Operator pursuant to the terms of the September 29, 2006 Easement Quitclaim Deed.

“Freight Operator” shall mean Salt Lake City Southern Railroad Co., Inc., a Delaware corporation.

“Freight Rail Service” shall mean the common carrier rail freight operations to be conducted by Freight Operator in the Right of Way.

“Freight Trackage” shall mean all portions of the Right of Way designated as Freight Trackage as of the Closing Date and as shown in the attached Exhibit “A” (which is incorporated herein by this reference), any Joint Trackage or Passenger Trackage which is later designated to be Freight Trackage pursuant to Section 2.3 hereof, and any modifications constructed by Freight Operator after the Closing Date pursuant to Section 4.1 hereof.

“Hazardous Materials” shall mean any pollutant, toxic substance, hazardous waste, hazardous substance, oil of any kind or in any form (including petroleum, fuel oil, diesel oil, crude oil or any fraction thereof), and any other substance defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, the Federal Clean Air Act, the Toxic Substances Control Act, or any other federal, state, or local environmental law, regulation, ordinance rule or bylaw, whether existing as of the date hereof, previously enforced, or subsequently enacted.

“Joint Trackage” shall mean all portions of the Right of Way designated as Joint Trackage as of the Closing Date and as shown in the attached Exhibit “A,” or any Freight Trackage or Passenger Trackage which is later designated by UTA to be Joint Trackage pursuant to Section 2.3 hereof.

“Loss or Damage” shall mean all costs, liabilities, judgments, fines, fees (including, without limitation, reasonable attorneys’ fees and disbursements) and expenses (including,

without limitation, defense expenses) of any nature arising from or in connection with: (a) death of or injury to persons including, without limitation, employees of the parties; (b) damage to or destruction of property including, without limitation, the Joint Trackage, the Freight Trackage, or the Passenger Trackage or any personal property located in the Right of Way; (c) business losses (including, without limitation, the economic loss related to lost Passenger Service or lost Freight Rail Service), or the costs necessary to mitigate or cover such business losses; or (d) the failure on the part of either party to fulfill its obligations under this Agreement.

“Maintenance” shall mean inspections, testing, rail profiling, adjustments, lubricating, welding, respiking, surfacing, maintenance of surfaces at grade crossings, tamping and any other routine and ordinary maintenance related to the Right of Way. Maintenance shall also include any repair, renewal, replacement or other capital maintenance item relating to Right of Way improvements provided that such repair, renewal, replacement or other capital maintenance item is required as the result of ordinary wear and tear, and not as the result of accidents or incidents involving the operations of either party.

“Passenger Service” shall mean the transportation of passengers on all or any portion of the Right of Way, which shall be provided by UTA or its designee.

“Passenger Trackage” shall mean all portions of the Right of Way designated as Passenger Trackage as of the Closing Date and as shown in the attached Exhibit “A,” any segments of trackage and track-related facilities constructed by UTA in or adjacent to the Right of Way after the Closing Date pursuant to Section 4.2 (if such new track is so designated by UTA) hereof, or any Freight Trackage or Joint Trackage which is later designated by UTA to be Passenger Trackage pursuant to Section 2.3 hereof.

“Purchase Agreement” shall mean that certain January 17, 2002 Purchase and Sale Agreement entered by and between UTA and UPRR (as modified, for purposes relevant to this Coordination Agreement, by the September __, 2006 Eighth Amendment to Purchase and Sale Agreement) pursuant to which UTA completed its acquisition of all real estate, improvements and personal property constituting the Right of Way.

“Release” shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing or dumping.

“Right of Way” shall mean all real estate, improvements and personal property constituting part of UPRR’s Bingham Industrial Lead as such extends from MP 0.00 to MP 6.6 at Bagley Spur, Utah. The term Right of Way shall include, without limitation, all structures, fixtures, tracks, rails, ties, switches, crossings, tunnels, bridges, trestles, culverts, buildings, facilities, leads, spurs, turnouts, tails, sidings, team tracks, signals, crossing protection devices, railroad communications systems, poles and all other operating appurtenances that are situated on, or used in accordance with, the corridors described above.

“TRAX” shall mean the light rail transit system of UTA, including the addition which UTA intends to construct upon a portion of the Right of Way, and also including any future additions to such system.

“TRAX Control Center” shall mean the entity designated by UTA to authorize and monitor the movement of vehicles, individuals or other objects along the Joint Trackage and Passenger Trackage, which department must give advance authorization prior to either party entering, occupying or exiting the Joint Trackage.

“UTA” shall mean Utah Transit Authority, a public transit district organized under Title 17A, Chapter 2, Part 10, Utah Code Annotated 1953, as amended, and its successors or assigns.

SECTION 2. FREIGHT RAIL SERVICE; PASSENGER SERVICE

SECTION 2.1 Freight Operator shall have the exclusive right and obligation to provide Freight Rail Service on the Freight Trackage and the Joint Trackage. Freight Operator's rights under this Agreement are limited to those provided by the Freight Easement. Freight Operator shall have no right or obligation to conduct, and shall not conduct, directly or indirectly, Freight Rail Service on the Passenger Trackage or any other activity whatsoever in the Right of Way that is not necessary for Freight Rail Service. UTA shall have no right or obligation to conduct, and shall not conduct, directly or indirectly, Freight Rail Service in the Right of Way.

SECTION 2.2 UTA shall have the exclusive right to conduct, by itself or through UTA's designee or otherwise, Passenger Service in the Right of Way. Freight Operator shall have no right or obligation to conduct, and shall not conduct, directly or indirectly, Passenger Service in the Right of Way.

SECTION 2.3 UTA may from time to time, upon thirty (30) days written notice to Freight Operator, change any track designation (Freight Trackage, Passenger Trackage or Joint Trackage) to any other track designation; provided, however, that no such change in track designation shall unreasonably interfere with Freight Operator's ability to conduct Freight Rail Service as contemplated by the Freight Easement. The parties may also agree to immediate track redesignations to respond to emergencies or the needs of the parties. Notwithstanding the foregoing, UTA may not, after the Closing Date, redesignate trackage as Freight Trackage without the written consent of Freight Operator.

SECTION 2.4 In order to ensure safe, economical and reliable Freight Rail Service and Passenger Service in the Right of Way, the parties shall hold track access meetings weekly, or as

otherwise established by UTA. A representative of Freight Operator with authority to bind Freight Operator with respect to operational issues shall attend all track access meetings.

SECTION 2.5 Freight Operator shall make timely reports to all federal, state and local regulatory agencies having jurisdiction over Freight Operator's activities. Freight Operator shall also be responsible for performing all equipment inspections and other requirements of the Federal Railroad Administration or other regulatory agencies. Freight Operator hereby agrees to indemnify UTA with respect to, and hold UTA harmless from, any Losses or Damages sustained by UTA as the result of Freight Operator's failure to timely file reports or to perform other tasks required of Freight Operator by federal, state or local regulations. Freight Operator shall deliver to UTA one copy of every report or other document filed with or received from a federal, state or local regulatory or safety agency related to the Right of Way. Such reports or documents shall be delivered to UTA within three (3) business days of the filing or receipt thereof by Freight Operator.

SECTION 2.6 Freight Operator shall make any rail yard appurtenant to the Freight Service available for inspection by UTA upon reasonable notice.

SECTION 2.7 Freight Operator's use of the Right of Way shall be limited to the movement of locomotives, freight cars and other track equipment over the Joint Trackage, and Freight Trackage as necessary for the provision of Freight Rail Service in accordance with the Freight Easement. This shall include the incidental storage of freight cars on the Freight Trackage. Except for mechanical failures, accidents, derailments or similar emergencies, Freight Operator shall not be permitted to fuel, service, maintain or repair any rail vehicle or related equipment upon the Right of Way.

SECTION 3. MAINTENANCE

SECTION 3.1 UTA shall be responsible for the performance of all Maintenance of the Freight Trackage. UTA shall maintain the Freight Trackage so as to preserve the track condition to Federal Railroad Administration (“FRA”) Class II track standards, and shall maintain grade crossing and signal facilities to at least the condition existing as of the date of this Coordination Agreement. Nothing herein shall relieve Freight Operator of the obligation to perform repairs that are required to remedy damage caused by the Freight Operator’s operations, ordinary wear and tear excluded.

SECTION 3.2 UTA shall be responsible for the performance of all Maintenance of the Passenger Trackage and Joint Trackage. Prior to the commencement of Passenger Service, UTA shall maintain the Passenger Trackage and Joint Trackage so as to preserve the track condition to FRA Class II track standards, and shall maintain grade crossing and signal facilities to at least the condition existing as of the date of the this Coordination Agreement. Upon Commencement of Passenger Service, UTA shall maintain the Passenger Trackage and Joint Trackage so as to preserve the track condition FRA Class I track standards, and shall maintain grade crossing and signal facilities to at least the condition existing as of the date of this Coordination Agreement. Nothing herein shall relieve Freight Operator of the obligation to perform repairs that are required to remedy damage caused by the Freight Operator’s operations, ordinary wear and tear excluded.

SECTION 3.3 UTA hereby agrees that it shall retain a contractor to perform Maintenance with respect to the Garfield Industrial Lead (between Milepost 4.66 and Milepost 17.10), the Bacchus Industrial Lead (between Milepost 0.00 and Milepost 2.01) and various wye, yard and team tracks in the vicinity of the UPRR Midvale Yard (as shown on the attached Exhibit “B,” which exhibit is incorporated herein by this reference). UTA shall be solely

responsible for the performance and cost of such Maintenance work. Nothing herein shall relieve Freight Operator of the obligation to perform repairs that are required to remedy damage caused by the Freight Operator's operations, ordinary wear and tear excluded.

SECTION 3.4 UTA's obligations to maintain the Right of Way and the other railroad facilities set forth in Section 3.3 shall not commence until UPRR shall have assigned the Freight Easement to Freight Operator, which is scheduled (as of the date of this Coordination Agreement) to occur November 1, 2006.

SECTION 4. CONSTRUCTION; MODIFICATIONS

SECTION 4.1 If Freight Operator requires any modifications to the Freight Trackage, or Joint Trackage to accommodate its Freight Rail Service, Freight Operator shall bear all expenses in connection with such modifications including, without limitation, any incremental Maintenance expenses (for so long as such modifications are a part of the Freight Trackage or Joint Trackage) for the modified track. Freight Operator shall not commence construction or other work in connection with such modifications without the written consent of UTA and until UTA has approved all plans for the proposed modifications. No modification requested by the Freight Operator shall interfere with or impede Passenger Service. All modifications made by Freight Operator to the Freight Trackage or Joint Trackage shall become fixtures upon completion.

SECTION 4.2 In conjunction with initiating Passenger Service, UTA intends to construct additional track improvements in the Right of Way. UTA shall have the right to construct any additional track improvements that it deems necessary; provided, however, that such construction shall not unreasonably interfere with Freight Operator's ability to conduct Freight Rail Service as contemplated by the Freight Easement. Freight Operator shall cooperate

with UTA so as to allow for the construction of additional track improvements in the Right of Way. If necessary, UTA and Freight Operator shall cooperate to secure (from a third party independent contractor) temporary substitute service during construction. UTA shall bear the costs of any substitute service necessary to accommodate the construction of Passenger Service improvements. UTA shall be responsible for the construction of additional track improvements for Passenger Service, and shall construct the same to the standards it deems necessary for Passenger Service. Freight Operator shall not bear any costs and expenses of construction of new track improvements for Passenger Service.

SECTION 4.3 UTA shall have the right, upon thirty (30) days written notice to Freight Operator, to realign the Freight Trackage, the Passenger Trackage or Joint Trackage to accommodate Passenger Service; provided, however, that no such realignment shall unreasonably interfere with Freight Operator's ability to conduct Freight Rail Service as contemplated by the Freight Easement. Freight Operator shall reasonably cooperate with UTA so as to allow for such realignment. Freight Operator shall not bear the cost and expense of such realignments.

SECTION 4.4 If, after the initial construction of Passenger Service improvements, UTA determines that additional modifications to the Joint Trackage or the Passenger Trackage are required to accommodate Passenger Service over the Joint Trackage or the Passenger Trackage, UTA shall have the right to make such modifications. UTA shall bear all expenses in connection with the construction of additional, bettered, or altered facilities. All additions, betterments and alterations made by UTA to the Joint Trackage or the Passenger Trackage shall be coordinated with the Freight Operator to ensure that such additions, betterments and

alterations do not impair Freight Operator's ability to conduct Freight Rail Service as contemplated by the Freight Easement.

SECTION 4.5 Excluding Maintenance and emergency work required for immediate safety reasons, UTA shall notify Freight Operator in writing of any proposed work on the Joint Trackage and shall submit plans for any such work to the Freight Operator. The parties shall cooperate in good faith to ensure that such modifications do not unreasonably interfere with or impede Freight Rail Service in the Right of Way.

SECTION 5. OPERATIONS

SECTION 5.1 UTA shall have the exclusive authority to manage, direct and control all activities on the Passenger Trackage. UTA shall have the exclusive authority to control the operation of all vehicles and equipment and the movement and speed of the same on the Passenger Trackage. Freight Operator shall not have any right to operate on the Passenger Trackage.

SECTION 5.2 Freight Operator shall manage, direct and control all railroad and railroad-related operations on the Freight Trackage provided only that Freight Operator's use of the Freight Trackage shall not interfere with Passenger Service. Subject to the preceding sentence, Freight Operator shall have the exclusive authority to control the operations of all vehicles and equipment and the movement and speed of the same on the Freight Trackage.

SECTION 5.3 Except as set forth in Sections 5.4 through 5.9, the trains, locomotives, rail cars and rail equipment of either party may be operated on the Joint Trackage without prejudice or partiality and in such a manner as will result in the most economical and efficient movement of all traffic.

SECTION 5.4 In order to ensure safe, economical and reliable Freight Rail Service and Passenger Service, and in order to conform to the requirements of the Freight Easement, the parties hereby establish: (a) an Exclusive Freight Period for the Joint Trackage between the hours of 12:00 midnight and 5:00 a.m., Monday through Friday, inclusive; and (b) an Exclusive Passenger Period for the Joint Trackage between the hours of 5:01 a.m. and 11:59 p.m., Monday through Friday, inclusive, and all day Saturday and Sunday. Freight Operator shall not initially be required to operate exclusively within the Exclusive Freight Period, and such obligation shall only commence upon the date UTA furnishes 30 day written notice indicating UTA's intention to commence development of Passenger Service facilities. Freight Operator has inspected the Right of Way and reviewed the records of the previous freight operators pertaining to Freight Rail Service in the Right of Way. Based on such investigation and review, Freight Operator has determined that it can provide Freight Rail Service within the Exclusive Freight Period. If for whatever reason Freight Operator is unable or becomes unable to provide Freight Rail Service within the Exclusive Freight Period, Freight Operator shall adjust its business or operations to allow all Freight Rail Service to be provided without expansion or extension of the Exclusive Freight Period. Without limiting the generality of the foregoing, Freight Operator adjustments to business or operations could include the dedication of additional crew and equipment resources.

SECTION 5.5 Freight Operator acknowledges the obligation of UTA to provide Passenger Service, and UTA acknowledges the common carrier obligations of Freight Operator and this Section 5.5 shall be construed consistent with and limited by such respective obligations. Freight Operator acknowledges that certain special circumstances (e.g., weather or other service emergencies) or special events may require temporary disruptions to Freight Rail Service. UTA may operate exclusively on the Joint Trackage during such events, notwithstanding the Exclusive

Freight Period; provided, however, that UTA shall provide Freight Operator with at least thirty (30) days notice of modifications to the Exclusive Freight Period required by special events or circumstances which permit such advance notice or, in the case of emergencies, with as much prior notice as is practicable under the circumstances. UTA shall take all reasonable steps to minimize to the extent practicable the disruption to Freight Rail Service resulting from the special circumstances or events. UTA shall not be held liable for any disruption to Freight Rail Service caused by exercising its rights under and consistent with this provision. UTA and Freight Operator shall cooperate to minimize, to the extent possible consistent with local public transit needs and common carrier obligations, any potential adverse impact to the Freight Rail Service customers. UTA shall not be permitted to operate on the Joint Trackage during the Exclusive Freight Period pursuant to this Section 5.5, and neither party shall be permitted to operate outside its respective exclusive operating period on the basis of an agreement between the parties resulting from other exceptional circumstances unless and until specifically authorized by the TRAX Control Center after proper notification is made to the other party. In such circumstances, the TRAX Control Center shall take such measures as it deems necessary and appropriate to ensure that Freight Rail Service and Passenger Service are not conducted simultaneously on the Joint Trackage.

SECTION 5.6 Once Freight Operator has obtained authorization to enter the Joint Trackage as set forth in Section 5.8, Freight Operator shall manage and control, at Freight Operator's sole expense, all Freight Rail Service operations on the Joint Trackage during the Exclusive Freight Period.

SECTION 5.7 UTA shall manage and control, at UTA's sole expense, all Passenger Service operations on the Joint Trackage during the Exclusive Passenger Period. UTA, through

the TRAX Control Center, and consistent with Sections 5.4 and 5.5 of this Coordination Agreement, shall also manage and control access to the Joint Trackage and the entry and exit of all trains, locomotives, rail cars and rail equipment upon and from the Joint Trackage by either party. UTA shall not have any responsibility to dispatch Freight Operator's equipment and Freight Operator remains solely responsible for the movement, coordination and protection of train crews and equipment during the Exclusive Freight Period. The TRAX Control Center shall implement such rules, regulations, procedures and policies as may be necessary and appropriate to ensure that an absolute temporal separation of Freight Rail Service and Passenger Service is maintained on the Joint Trackage.

SECTION 5.8 The TRAX Control Center shall be staffed at all times, including during the Exclusive Freight Period. The Freight Operator shall obtain prior authorization from the TRAX Control Center before entering, occupying and/or exiting the Joint Trackage. Freight Operator shall have the obligation to notify the TRAX Control Center on UTA-recorded telephone or radio links each time entry and exit clearance on the Joint Trackage is sought. Freight Operator shall thereafter notify the TRAX Control Center each time it has entered or exited Joint Trackage pursuant to such authority. A representative of Freight Operator with decision making authority and power to bind Freight Operator with respect to operational issues must be accessible by telephone or pager on a twenty-four (24) hour basis. Freight Operator must have a fax machine (or other agreed upon method to receive positively verified information) available to train crews or will be required to visit the TRAX Control Center in person to receive operating clearances. The Freight Operator's train crews must also be equipped at all times with radios and working telephone communication in order to facilitate communications with the TRAX Control Center. Freight Operator shall be subject at all times to

the direction of the TRAX Control Center when using the Joint Trackage and shall comply in all respects with all applicable operating rules, regulations and procedures of UTA, TRAX and the TRAX Control Center.

SECTION 5.9 Freight Operator shall immediately notify the TRAX Control Center of any event causing damage to the Right of Way or appurtenant UTA property, any event which may delay the Freight Operator from clearing the Joint Trackage at the end of the Exclusive Freight Period and any other event which has the potential to delay or interfere with Passenger Service. Freight Operator shall use its best efforts to clear the Joint Trackage prior to the end of the Exclusive Freight Period.

SECTION 5.10 Freight Operator shall pay all taxes, assessments, fees, charges, costs and expenses assessed by third parties related solely to Freight Rail Service in the Right of Way.

SECTION 6. CLEARING OF OBSTRUCTIONS, DERAILMENTS AND WRECKS

SECTION 6.1 If by reason of any mechanical failure or for any other cause not resulting from an accident or derailment, any train, locomotive, rail car or rail equipment of Freight Operator becomes stalled or unable to proceed under its own power or unable to maintain proper speed in the Right of Way or if, in an emergency, crippled or otherwise defective cars are set out of a Freight Operator train in the Right of Way, then UTA shall have the option to furnish motive power or such other assistance as may be necessary to haul, help, or push such train, locomotive, car or equipment, or to properly move the disabled equipment off the Right of Way, and Freight Operator shall reimburse UTA for the reasonable and necessary cost of rendering any such assistance.

SECTION 6.2 In the event of any derailment or accident of a Freight Operator train, Freight Operator shall clear the Right of Way of all obstructions in the most expedient

practicable manner. Freight Operator also shall perform any rerailling or wrecking train service as may be required in connection with such derailment or wreck, in accordance with industry best practices. In the event that Freight Operator does not clear the Right of Way of obstructions in the most expedient practicable manner or in the event that such derailment has the possibility of interfering with Passenger Service, UTA may immediately clear the Right of Way.

SECTION 6.3 The costs of removing disabled equipment, rerailling or wrecking equipment or otherwise clearing the Right of Way shall be borne between the parties according to the allocation formula set forth in the Section 7 of this Coordination Agreement.

SECTION 7. ALLOCATION OF LIABILITY

SECTION 7.1 Both parties shall comply with all applicable federal, state and local laws and regulations, and all applicable rules, regulations or orders promulgated by any court, agency, municipality, board or commission. If any failure of either party to comply with such laws, rules, regulations or orders with respect to the use of the Right of Way results in any fine, penalty, cost or charge being assessed against the other party, or any other Loss or Damage, the party which failed to comply agrees to reimburse promptly and indemnify, protect, defend and hold harmless the other party for such amount.

SECTION 7.2 Notwithstanding anything else contained in this Coordination Agreement or otherwise applicable law regarding the allocation of liability based on fault or otherwise, as between the parties hereto, liability for Loss or Damage resulting from or in connection with the maintenance, construction, operations or other acts or omissions of either party shall be borne and paid by the parties as follows:

(a) When such Loss or Damage results from or arises in connection with the maintenance, construction, operations or other acts or omissions of only one of the parties, regardless of any third party involvement, such Loss or Damage shall be borne by that party; and

(b) Subject to the provisions for casualty Losses as set forth in Section 11 of this Coordination Agreement, when such Loss or Damage results from or arises in connection with the maintenance, construction, operations or other acts or omissions of both parties, or of third parties, or from unknown causes, such liability shall be borne by the party or parties responsible under applicable law.

SECTION 7.3 Each party agrees that it will pay for all Loss or Damage the risk of which it has herein assumed, the judgment of any court to the contrary and otherwise applicable law regarding liability notwithstanding, and will forever indemnify, protect, defend and hold harmless the other party, its successors and assigns, from such payment.

SECTION 7.4 In case a lawsuit or lawsuits shall be commenced against either party hereto for or on account of any Loss or Damage for which the other party may be solely or jointly liable under this Coordination Agreement, the party thus sued shall give the other party timely written notice of the pendency of such suit, and thereupon the party so notified may assume or join in the defense thereof, and if the party so notified is liable therefore under this Coordination Agreement, to the extent of such liability, such party shall defend, indemnify and save harmless the party so sued from all Loss or Damage in accordance with the liability allocation set forth in this Coordination Agreement. Neither party shall be bound by any judgment against the other party unless it shall have been so notified and shall have had reasonable opportunity to assume or join in the defense of the action. When so notified, and said

opportunity to assume or join in the defense of the action has been afforded, the party so notified shall to the extent of its liability under this Coordination Agreement be bound by such judgment.

SECTION 7.5 Nothing in this Section 7 shall be construed as a waiver by UTA of any immunity, defense or requirement provided pursuant to Title 63, Chapter 30, Utah Code Annotated 1953, as amended, or applied so as to effectively constitute such waiver.

SECTION 8. ENVIRONMENTAL REPORTING AND LIABILITY

SECTION 8.1 Freight Operator shall have a continuing obligation to provide UTA with detailed and updated information regarding the volume, type and destination of Hazardous Materials which are transported on or stored along the Right of Way. In addition to its monthly reporting requirement, as specified in Section 12.3, Freight Operator shall immediately notify UTA in writing of any material change in Hazardous Materials transportation or storage in the Right of Way. For purposes of this Section 8.1, a material change shall mean: (a) the introduction of a substantially different commodity along the Right of Way; (b) the delivery of Hazardous Materials to a new destination in the Right of Way; or (c) an actual or projected change of more than 50% in the annual delivery volume of Hazardous Material to any destination along the Right of Way.

SECTION 8.2 Freight Operator shall defend, indemnify and hold UTA harmless against and with respect to, any Loss or Damage (including, without limitation, reasonable legal, accounting, consulting, engineering and other expenses) that may be imposed on, incurred by or asserted against UTA as a direct or indirect result of Freight Operator's use, transportation or storage of Hazardous Materials; provided, however that nothing set forth in this Section 8.2 shall be construed to require Freight Operator to indemnify and hold harmless UTA against and with respect to the negligent acts or omissions of UTA or third parties.

SECTION 8.3 UTA shall defend, indemnify and hold Freight Operator harmless against and with respect to, any Loss or Damage (including, without limitation, reasonable legal, accounting, consulting, engineering and other expenses) that may be imposed on, incurred by or asserted against Freight Operator as a direct or indirect result of UTA's use, transportation or storage of Hazardous Materials; provided, however that nothing set forth in this Section 8.3 shall be construed to require UTA to indemnify and hold harmless Freight Operator against and with respect to the negligent acts or omissions of Freight Operator or third parties.

SECTION 8.4 Neither party shall cause nor allow to be caused the Release of any Hazardous Materials into the track, ballast, soil or any other part of the Right of Way. The party responsible for such a Release shall defend, indemnify and hold the other party harmless against and with respect to, any Loss or Damage (including, without limitation, reasonable legal, accounting, consulting, engineering and other expenses) that may be imposed on, incurred by, or asserted against such party as a direct or indirect result of such Release.

SECTION 8.5 Freight Operator shall be responsible for and shall bear the costs of prompt cleanup and removal of any Hazardous Materials, residue or other material associated with Freight Rail Service arising after the Closing Date which is found to be fouling the track, ballast, soil or any other part of the Right of Way. UTA shall be responsible for and shall bear the costs of prompt cleanup and removal of any Hazardous Materials, residue or other material associated with Passenger Service which is found to be fouling the track, ballast, soil or any other part of the Right of Way. The cleanup required by this Section 8.5 shall be undertaken in a manner which minimizes disruption to Passenger Service and Freight Rail Service.

SECTION 9. TERM; TERMINATION

SECTION 9.1 This Coordination Agreement shall be effective as of the Closing Date and shall only terminate upon the termination of the Freight Easement, or as otherwise mutually agreed between the parties.

SECTION 9.2 Termination of this Coordination Agreement shall not relieve either party of its obligations or liabilities to the other party arising prior to such termination.

SECTION 10. COMPLIANCE WITH LAWS

SECTION 10.1 UTA and Freight Operator shall comply with the provisions of all applicable laws, regulations, and rules respecting the operation, condition, inspection, and safety of their respective trains, locomotives, cars and other equipment operated over the Right of Way. Each party shall indemnify, protect, defend and hold harmless the other party, its affiliates, and any of its directors, officers, agents and employees from and with respect to fines, penalties, and other Losses or Damages imposed upon the indemnified party, its affiliates or any of its directors, officers, agents, or employees under such laws, rules and regulations by any public authority or court having jurisdiction, when attributable to the indemnifying party's failure to comply with the provisions of this Section 10.1.

SECTION 11. CASUALTY LOSSES

SECTION 11.1 In the event that any portion of the Right of Way that is being used by UTA for the continued provision of Passenger Service is damaged or destroyed by flood, fire, civil disturbance, earthquake, storm, sabotage or act of God, or accidents or vandalism caused by third parties or for which the cause is unknown, then, UTA may either: (a) repair, or cause to be repaired, that portion of the Right of Way so damaged or destroyed to substantially the same condition as existed prior to such damage or destruction; or (b) replace, or cause to be replaced, such portion with property of like kind, condition or quality. The cost and expense of such repair

or replacement shall be borne by UTA. UTA shall not have any responsibility to repair or replace any portion of the Right of Way that is not being used by UTA for Passenger Service.

SECTION 12. COMPENSATION

SECTION 12.1 Except as otherwise specifically provided in this Coordination Agreement, Freight Operator and UTA shall have no obligation to pay or otherwise compensate each other in connection with this Coordination Agreement.

SECTION 12.2 Excepting the obligations and liability assumed under this Coordination Agreement, Freight Operator shall not initially have any financial obligations with respect to the use of the Right of Way and for the Maintenance of the Freight Trackage and Joint Trackage. However, if the total number of car loads transported over the Bingham Industrial Lead for any calendar year exceeds 2,570, then commencing on the following January 1 and continuing thereafter, Freight Operator shall pay UTA a monthly fee. The monthly fee shall equal the sum of three (3) mills per gross ton mile of Freight Operator's equipment transported on the Bingham Industrial Lead (but not on any other portion of the Right of Way) during the preceding month including, without limitation, locomotives, loaded cars, empty cars, maintenance equipment and other vehicles or equipment used in the provision of Freight Rail Service. The monthly fee shall be payable as set forth in Section 12.5. Nothing provided in this Section 12.2 shall be construed to offset any other obligation of Freight Operator as set forth in this Coordination Agreement.

SECTION 12.3 Freight Operator shall deliver to UTA, as soon as practicable after the end of each month, such traffic data and other information reasonably necessary to monitor and audit the monthly fee payable to UTA pursuant to Section 12.2. This data shall also include detailed information on the volume and type of materials (including, as specified in Section 8.1, Hazardous Materials) transported on or stored along the Right of Way. UTA agrees, to the

extent permissible by law, to protect the confidentiality of any data provided by Freight Operator under this provision.

SECTION 12.4 Freight Operator shall be solely liable for any Loss or Damage to the Joint Trackage caused by the actions or omissions of Freight Operator, ordinary wear and tear excluded. Unless otherwise agreed between the parties, UTA shall perform such work as may be necessary to restore the Joint Trackage or otherwise mitigate the Loss or Damage sustained by UTA. UTA shall be permitted to perform the repair to the standard deemed necessary by UTA to ensure that the use of the Joint Trackage for Passenger Service is not in any way adversely affected by the Loss or Damage previously caused by Freight Operator, and in a manner that will ensure that the useful life of the Joint Trackage is not diminished by the actions of Freight Operator. UTA agrees that all costs and expenses incurred by UTA pursuant to this Section 12.4 will be incurred in good faith.

SECTION 12.5 All payments due to either party under this Coordination Agreement shall be paid within thirty (30) days by check delivered to the address of the payee as set forth in Section 14.3 hereof; provided, however, that in the event of a good faith dispute relating to any such payment, the disputed portion shall be paid, with full reservation of rights to possible reimbursement upon resolution of such dispute. Any payments not made within thirty (30) days of an invoice therefore, or paid under protest due to a dispute shall thereafter be subject to interest, which shall accrue at the highest lawful rate for the forbearance of money and which interest shall accrue to the benefit of the party entitled to the overdue payment or to the refund of the protested payment (as the case may be).

SECTION 12.6 Upon request, a party disputing the accuracy of any invoice shall be entitled to receive from the billing party copies of all such supporting documentation and/or

records as are kept in the ordinary course of the billing party's business and which are reasonably necessary to verify the accuracy of the invoice as rendered. Each party shall also have the right upon reasonable notice to inspect, examine, copy and audit such books, records and supporting documents of the other party as reasonably relate to the calculation of any fees, charges, reimbursements or other assessments claimed by such other party pursuant to this Coordination Agreement.

SECTION 13. INSURANCE

SECTION 13.1 Freight Operator, at its sole cost and expense, shall procure or cause to be procured and maintain or cause to be maintained during the continuance of this Coordination Agreement, railroad operating and liability insurance covering liability assumed by Freight Operator under this Coordination Agreement with a limit of not less than Twenty Million Dollars (\$20,000,000) combined single limit for personal injury and property damage per occurrence, with deductible or self insurance not greater than One Hundred Thousand Dollars (\$100,000). Freight Operator shall furnish to UTA certificates of insurance evidencing the above coverage in the form of a policy (or policies) at the time of execution of this Coordination Agreement. Such insurance shall contain a contractual liability endorsement which will cover the obligations assumed under this Coordination Agreement and an endorsement naming UTA as an "additional insured." In addition, such insurance shall contain notification provisions whereby the insurance company agrees to give thirty (30) days written notice to UTA of any change in or cancellation of the policy. All of these endorsements and notice provisions shall be stated on the certificate of insurance which is to be provided to UTA.

SECTION 14. GENERAL PROVISIONS

SECTION 14.1 This Coordination Agreement may not be amended except by an instrument in writing signed by the parties hereto.

SECTION 14.2 The waiver of any provision of this Coordination Agreement, in whole or in part, can be made only by an agreement in writing signed by the parties. The waiver of any provision in a particular instance shall not constitute a waiver of any other provision in the same instance, nor any waiver of the same provision in another instance, but each provision shall continue in full force and effect with respect to any other existing or subsequent breach.

SECTION 14.3 A notice or demand to be given by one party to the other shall be given in writing by personal service, telegram, express mail, Federal Express, DHL or any other similar form of courier or delivery service, or mailing in the United States mail, postage prepaid, certified, return receipt requested and addressed to such party as follows:

In the case of a notice or demand to UTA:

Utah Transit Authority
Attention: Rail Service General Manager
P.O. Box 30810
Salt Lake City, Utah, 84130-0810

With a copy to:
Attention: Utah Transit Authority
General Manager
P.O. Box 30810
Salt Lake City, Utah, 84130-0810

And an additional copy to
Attention: Utah Transit Authority
General Counsel's Office,
P.O. Box 30810
Salt Lake City, Utah, 84130-0810.

In the case of a notice or demand to Freight Operator:

Salt Lake City Southern Railroad Co., Inc.
Attention: President and General Manager
4692 North 300 West

Provo, Utah 84604

The parties may from time to time designate other individuals and addresses for notice or demand, provided that such changes in designation are dispatched as provided in this Section 14.3. All notices, demands, requests, and other communications under this Coordination Agreement shall be deemed properly served and to have been duly given: (a) on the date of delivery, if delivered personally on the party to whom notice is given; or (b) on receipt, if mailed to the party to whom notice is to be given as outlined above.

SECTION 14.4 If any provision of this Coordination Agreement shall be deemed to be or shall in fact be, illegal, invalid, inoperative or unenforceable as applied in any particular case because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance or of rendering any other provision or provisions herein contained illegal, invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections of this Coordination Agreement shall not affect the remaining portions of this Coordination Agreement or any part thereof.

SECTION 14.5 This Coordination Agreement contains headings only for convenience, which headings do not form part of and shall not be used in the construction of this Coordination Agreement and are not intended to inure to the benefit of any person or entity not a party.

SECTION 14.6 All of the terms and provisions of this Coordination Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and permitted assigns. Freight Operator may not assign this Coordination Agreement without having first obtained the expressed written consent of UTA, such consent not

be withheld unreasonably. Any assignment of this Coordination Agreement shall be conditioned upon the assignee assuming all obligations set forth herein, and providing proof of insurance conforming to the requirements set forth in this Coordination Agreement.

SECTION 14.7 This Coordination Agreement may be executed in counterparts, each of which shall be considered an original, but all of which together shall constitute but one and the same instrument.

SECTION 14.8 This Coordination Agreement shall be governed by and construed under the laws of the State of Utah, and any dispute regarding this Coordination Agreement shall be resolved in a court of competent jurisdiction within the State of Utah.

SECTION 14.9 In the event of a default with respect to this Coordination Agreement, the non-defaulting party shall be entitled to all remedies provided in this Coordination Agreement or otherwise provided at law or equity, including injunctive relief. Notwithstanding the foregoing, neither party shall be entitled to terminate this Coordination Agreement as a remedy for default.

IN WITNESS WHEREOF, the parties hereto have caused this Coordination Agreement to be executed as of the date first set forth above by their duly authorized representatives.

UTAH TRANSIT AUTHORITY

SALT LAKE CITY SOUTHERN
RAILROAD CO., INC.

By:

John M. English, General Manager

By:

Name:
Title:

By:

Kenneth D. Montague, Jr., Treasurer

Approved as to Form:

Legal Counsel

EXHIBIT A – CONTINUED

FREIGHT TRACKAGE CHALL ALSO INCLUDE ALL INDUSTRY SPUR TRACKS AND SIDINGS (FROM THE POINT ON THE OUTSIDE OF DERAIL) ALONG THE RIGHT OF WAY INCLUDING BUT NOT LIMITED TO THE FOLLOWING:



**Before the
Surface Transportation Board**

Finance Docket No. 34933

**UTAH TRANSIT AUTHORITY - -
ACQUISITION AND LEASE EXEMPTION - -
UNION PACIFIC RAILROAD COMPANY
IN SALT LAKE COUNTY, UTAH**

CAPTION SUMMARY

Utah Transit Authority ("UTA") has filed a notice of exemption to purchase from the Union Pacific Railroad Company ("UPRR") the remaining width of a portion of the Bingham Industrial Lead, a line of railroad main track corridor (formerly The Denver and Rio Grande Western Railroad Company) as said line extends in a westerly direction from Midvale, Utah, M.P. 0.00 of said line, to Bagley, M.P. 6.60 of said line, of which right-of-way UTA acquired a thirty-five foot (35') strip from UPRR as part of the transaction described in STB F.D. No. 34170, *Utah Transit Auth. – Acquisition Exemption – Certain Assets of Union Pacific R. Co.*

Comments must be filed with the Board and served on Charles A. Spitulnik, Kaplan Kirsch & Rockwell LLP, 1050 Connecticut Avenue, NW, Tenth Floor, Washington, DC 20036, (202) 955-5600.

The notice is filed under §1150.31. If the notice contains false or misleading information, the exemption is void ab initio. Petitions to revoke the exemption under 49 U.S.C. 10502(d) may be filed at any time. The filing of a petition to revoke will not automatically stay the transaction.